Eastern Suffolk BOCES
Educational Services That Transform Lives

Contract Submittal

Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, NY 11772

Contractor: Discovery Education Inc.
Program: School Library Systems

Cost: $525,000.00
CoSer No.: A516
Term: 07/01/21-06/30/22

Contract Submitted for Preliminary Review ☑ Yes ☐ No

New Contract? ☐ Yes ☑ No

Renewal? ☑ Yes ☐ No

Purpose and Rationale (limit to 4 lines of text): License Agreement Amendment between ES BOCES and Discovery Education, Inc. to extend for 1 year and use the 2021-2022 school year pricing within the contract. This amendment also includes the added attachment for Discovery Education, Inc. This service provides video streaming appropriate for grades K-12. Discovery Education is an online database of videos used on the Digital Media Library.

Participating Districts/Agencies (attach listing if additional space is needed):

Participating Districts	and ES BOCES	in Coser 516		
Supplemental Orders	Per District Contract			

	Certifications	Yes	No	Other
1	The proposed contractor is aware of all responsibilities.	☑	☐	
2	References have been checked and found to be positive.	☑	☐	
3	Rates/prices have been compared and found to be competitive.	☑	☐	
4	The contracted services are necessary, appropriate, and desirable.	☑	☐	
5	There is a family relationship with the proposed contractor.	☐	☑	

Source of funding: ☑ Budget Appropriation ☐ Grant ☐ Donation ☐ District Funds ☐ None

If you answered "No" to questions 1-4 above or "Yes" to question 5 above, please provide a detailed explanation either in the column headed "Other" or in a memo accompanying this document.

I recommend that the attached contract be approved.

Program Administrator — Date: 06/01/2021

Print Name: Carl Vitevitch, Admin Coordinator, SLS

I have reviewed the documentation submitted herein, and I concur with the recommendation put forth. The *Data Privacy Plan* from Contractor is acceptable, if applicable.

Donna Guiffre for KD — 6-9-2021
Supervising Director/Assistant Superintendent/District Superintendent — Date

The manner in which the services covered by this contract are being obtained is consistent with all purchasing laws, regulations, and policies.

☐ State Contract No. _____

Kristen Plantamura — 6-9-2021
School Purchasing Agent/Purchasing Agent — Date

I have reviewed the documentation submitted herein and certify that the terms and conditions are consistent with laws, regulations, and policies.

Joseph Eckstein — 6-9-2021
Senior Contracts Examiner — Date

The services, as represented in the documentation submitted, are compliant with CoSer guidelines.

Susan Maddi — 6/10/21
Director of Administrative Services — Date

I have reviewed the documentation submitted herein and certify that all requirements related to the Department of Human Resources have been satisfied.

NYS/NYC Retirement System Status: _____

Dr. Sam Gergis — 6/10/2021
Assistant Superintendent - Human Resources — Date

I have reviewed the documentation submitted herein, and I concur with the recommendation put forth.

Claudy Damus-Makelele — 6-10-2021
Supervising Associate Superintendent — Date

Eastern Suffolk BOCES
Educational Services That Transform Lives

Board Agenda Item Submittal

Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, New York 11772

Date: 06/09/2021

Initiating Administrative Council Member: Kate Davern

Item Submitted for inclusion on the June 23, 2021 Board agenda.

This item should be placed on the following section of the agenda:

☒ New Business
☐ Unfinished Business

This item is a Type II Action under the State Environmental Quality Review Act (SEQRA) Regulations, 6 NYCRR 617.5 and has no significant impact on the environment.

☒ YES ☐ NO

If no, please explain:

Agenda Item Summary: The amendment to the agreement with Discovery Education, Inc. will extend the School Library System's Digital Media Library Service for an additional one-year term commencing on July 1, 2021 and ending on June 30, 2022, at a cost not to exceed $525,000 with the 2021-2022 pricing included. In addition, this amendment includes the added attachment of Discovery Education, Inc.

Recommended Motion: "BE IT RESOLVED that the Board of Cooperative Educational Services, First Supervisory District of Suffolk County, hereby Hereby approves the amendment to the agreement with Discovery Education, Inc. for an additional one-year term commencing on July 1, 2021 and ending on June 30, 2022, at a cost not to exceed $525,000.."

Supporting Information: ☐ NO ☒ YES – Description: Amendment to Agreement, Disclosure Form, Ed Law 2-d agreement, Listing of Discovery Education, Inc. Board of Directors.

This item, including the summary paragraph, recommended motion, and supporting information, has been reviewed and approved by:

Donna Guiffre for KD
Administrative Council Member

6-9-2021
Date

Eastern Suffolk BOCES
Educational Services That Transform Lives

Board Agenda Item Submittal

Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, New York 11772

Claudy Damus-Makelele
Supervising Cabinet Member

6-10-2021
Date

Amendment #14
To Agreement

WHEREAS, an Agreement was made between the Board of Cooperative Educational Services, First Supervisory District of Suffolk County (the "BOCES") and Discovery Education, Inc. ("Discovery") dated July 1, 2008 concerning the arrangement between BOCES and Discovery regarding Discovery Education *streaming*™; and

WHEREAS, the Agreement, as amended, expires on June 30, 2021; and

WHEREAS, Section 4 entitled "Term of Agreement.", as amended, permits that BOCES and Discovery may mutually agree to extend this contract, upon mutual written consent, for an unlimited amount of years in one (1) year increments; and

WHEREAS, Section 7 entitled "This Agreement" provides that the Agreement may only be amended by a writing executed by authorized representatives of both parties; and

WHEREAS, the parties desire to extend and amend the Agreement; and

WHEREAS, such extension and amendment are permitted under New York State and local laws.

NOW, THEREFORE, the parties mutually agree to the following:

1. The Agreement shall be extended for a period of one (1) year commencing on July 1, 2021 and ending on June 30, 2022.

2. The License Fees for the 2021/2022 school year shall be as follows:

Discovery Education (DE) Services (includes extensions of existing Licenses)	**21-22 BOCES RATE**
DE Streaming K-8	$1,475.00
DE Streaming K-12 or 9-12	$1,905.00
Per Student Option (per student per year, available only for district-wide purchase)	$ 2.95
Optional add-on products and services:	
DE Experience (DE.X) Upgrade	$ 880.00
DE Experience (DE.X) per Student option (per student per year, available only for district-wide purchase)	$ 1.60
DE Experience (DE.X) K-8	$2,355.00
DE Experience (DE.X) K-12 or 9-12	$2,785.00
Per Student Option (per student per year, available only for district-wide purchase)	$ 4.55
DE Coding (requires DE.X service) K-8	$ 500.00
DE Science K-8	$1,695.00
DE Health	$1,425.00
STEM Connect (requires DE.X service)	$2,700.00
Mystery Science (requires DE.X service, available only for district-wide purchase of K-5 buildings)	$1,099.00
Mystery Science – Low Enrollment (requires DE.X service, available only for district-wide purchase of K-5 buildings with < 200 students)	$699.00
Professional Learning (On-site PD Sessions, One 6-hour session for up	

to 25 participants	
DE.X Professional Development Launch Bundle (3 Days)	$8,500.00
On-Site Product Training Session	$2,500.00
On-Site Professional Learning Session	$3,000.00
Virtual Hourly Professional Development: 12 Hours	$9,000.00
Virtual Hourly Professional Development: 36 Hours	$18,000.00
Virtual Hourly Professional Development: 48Hours	$22,000.00

3. Effective July 1, 2021, **Schedule A EDUCATION LAW 2-d RIDER** shall be deleted in its entirety and shall be replaced with the new **Schedule A EDUCATION LAW 2-d RIDER**, attached hereto and is hereby made a part of this Agreement.

IT IS FURTHER AGREED, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last signature date written below.

Board President,
Board of Cooperative Educational Services,
First Supervisory District of Suffolk County

6/23/21
Date

Discovery Education, Inc.

TRAVIS S. BARRS
Print Name

HEAD OF GLOBAL OPS
Title

5/25/21
Date

DS

kl

Schedule A

EDUCATION LAW 2-d RIDER

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and Discovery Education, Inc. (the "Contractor") is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between the Board of Cooperative Educational Services, First Supervisory District of Suffolk County ("ESBOCES") and Contractor, including any Agreement to Terms attached thereto, to the contrary, Contractor agrees as follows:

Contractor will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as the Contractor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Contractor shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. Contractor shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Contractor shall have in place sufficient internal controls to ensure that ESBOCES' and/or participating school districts' Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, the Children's Internet Protection Act ("CIPA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Part 121 of the Regulations of the Commissioner of Education, as it may be amended from time-to-time if applicable.

"**Protected Data**" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by ESBOCES and/or participating school districts. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

> "Personally identifiable information" from student records of ESBOCES and/or participating school districts as that term is defined in § 99.3 of FERPA,
>
> -AND-
>
> Personally identifiable information from the records of ESBOCES and/or participating school districts relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law § 2-d. As applicable, Contractor agrees to comply with ESBOCES' policy(ies) on data security and privacy. Contractor shall promptly reimburse ESBOCES and/or participating school districts for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by Contractor, its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, Contractor shall delete/destroy all of ESBOCES' and/or participating school districts' data unless otherwise provided, including any and all Protected Data, in its possession by secure transmission.

Data Security and Privacy Plan

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of ESBOCES' and/or participating school districts' Protected Data, shall maintain a Data Security and Privacy Plan which includes the following elements:

1. Specifies the administrative, operational and technical safeguards and practices in place to protect personally identifiable information that Contractor will receive under the contract;

2. Demonstrates Contractor's compliance with the requirements of Section 121.3 of Part 121;

3. Specifies how officers or employees of the Contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;

4. Specifies how Contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected;

5. Specifies how Contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency;

6. Specifies whether Protected Data will be deleted or destroyed by the Contractor when the contract and/or the Agreement to Terms is terminated or expires.

Pursuant to the Plan Contractor will:

1. Have adopted technologies, safeguards and practices that align with the NIST Cybersecurity Framework referred to in Part 121.5(a);

2. Comply with the data security and privacy policy of ESBOCES; Education Law § 2-d; and Part 121;

3. Have limited internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services;

4. Have prohibited the use of personally identifiable information for any purpose not explicitly authorized in this contract;

5. Have prohibited the disclosure of personally identifiable information to any other party without the prior written consent of the parent or eligible student:

    a. except for authorized representatives such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with state and federal law, regulations and its contract with the educational agency; or

    b. unless required by statute or court order and Contractor has provided a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.

6. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in our custody;

7. Use encryption to protect personally identifiable information in its custody while in motion or at rest; and

8. Not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

In the event Contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by state and federal law and contract shall apply to the subcontractor.

Where a parent or eligible student requests a service or product from a third-party contractor and provides express consent to the use or disclosure of personally identifiable information by the third-party contractor for purposes of providing the requested product or service, such use by the third-party contractor shall not be deemed a marketing or commercial purpose prohibited by the Plan.

Contractor's signature below shall also constitute an acknowledgement, acceptance, and signature of ESBOCES' or participating school district's Parents' Bill of Rights.

DISCOVERY EDUCATION, INC.

BY: DocuSigned by: 78B6C33846AB459... **DATED:** May 20, 2021

DATA PRIVACY AND SECURITY PLAN

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN IS ATTACHED HERETO AND INCORPORATED HEREIN.

Schedule 1

DISCOVERY EDUCATION, INC. DATA SECURITY POLICY

This Policy describes, in general, (i) what steps Discovery takes to protect personally identifiable information ("PII") that is provided to Discovery; (ii) how PII may be used; (iii) with whom Discovery may share PII, and (iv) the steps Discovery takes to protect the PII.

No student PII is required for the use of any of the basic Discovery Education services, however, in the event Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (all such data is generally limited to the following: school name, first name, last name, grade level, and Discovery generated username/password), all such PII provided to Discovery will be protected in accordance with this Policy.

No school employee PII is required for Professional Development Services other than first name and last name for the purposes of attendance logs.

I. DEFINITIONS

Capitalized terms referenced herein but not otherwise defined shall have the meanings as set forth below:

"Authorized Disclosee" means the following: (1) third parties to whom the Subscriber/Customer/Distributor has given Discovery written approval to disclose PII; (2) third parties to whom disclosure is required by law; and (3) if applicable, third party vendors working on Discovery's behalf or performing duties in connection with Discovery's services (e.g. hosting companies) and who are required to implement administrative, physical, and technical infrastructure and procedural safeguards in accordance with accepted industry standards.

"Authorized Use" means a Discovery employee authorized by the Subscriber/Customer/Distributor to access PII in order to perform services under an Agreement.

"Destroy" or "Destruction" means the act of ensuring the PII cannot be reused or reconstituted in a format which could be used as originally intended and that the PII is virtually impossible to recover or is prohibitively expensive to reconstitute in its original format.

"FERPA" means the Family Educational Rights and Privacy Act of 1974 (codified at 20 U.S.C. § 1232g) and its implementing regulations, as they may be amended from time to time. The regulations are issued by the U.S Department of Education and are available at http://www2.ed.gov/policy/gen/reg/ferpa/index.html.

"Personally Identifiable Information" (or "PII") means any information defined as personally identifiable information under FERPA.

II. PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION

Basic Privacy Protections

1. Compliance with Law and Policy. All PII provided to Discovery is handled, processed, stored, transmitted and protected by Discovery in accordance with all applicable federal data privacy and security laws (including FERPA) and with this Policy.

2. Training. Employees (including temporary and contract employees) of Discovery are educated and trained

on the proper uses and disclosures of PII and the importance of information privacy and security.

3. Personnel Guidelines. All Discovery employees are required to be aware of and work to protect the confidentiality, privacy, and security of PII. Discovery, and its respective personnel do not access PII except to comply with a legal obligation under federal or state law, regulation, subpoena, or if there is legitimate need for the information to maintain data systems or to perform required services under the Agreement with Subscriber/Customer/Distributor. The following provides a general description of the internal policies to which Discovery and its respective personnel adhere:

a. Limit internal access to PII to Discovery personnel with proper authorization and allow use and/or disclosure internally, when necessary, solely to personnel with a legitimate need for the PII to carry out the services provided under the Agreement.

b. Disclose PII only to Authorized Disclosees

c. Access PII only by Authorized Users.

d. When PII is no longer needed, delete access to PII.

e. Permit employees to store or download information onto a local or encrypted portable devices or storage only when necessary, and to create a written record for retention verifying that the information is encrypted and stored in password-protected files, and that devices containing the information have appropriate security settings in place (such as encryption, firewall protection, anti-virus software and malware protection).

f. Any downloaded materials consisting of PII remain in the United States.

g. Prohibit the unencrypted transmission of information, or any other source of PII, wirelessly or across a public network to any third party.

h. Upon expiration or termination of Agreement, Discovery shall Destroy all PII previously received from Subscriber/Customer/Distributor no later than sixty (60) days following such termination, unless a reasonable written request is submitted by Subscriber/Customer/Distributor to Discovery to hold such PII. Each electronic file containing PII provided by Subscriber/Customer/Distributor to Discovery will be securely Destroyed. This provision shall apply to PII that is in the possession of Discovery, Discovery employees/personnel and/or Authorized Disclosees.

Information Security Risk Assessment

Discovery periodically conducts an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic, paper, or other records containing PII maintained by Discovery; Discovery reports such risks as promptly as possible to Subscribers/Customers/Distributors; and Discovery implements security measures sufficient to reduce identified risks and vulnerabilities. Such measures are implemented by Discovery based on the level of risks, capabilities, and operating requirements. These measures include, as appropriate and reasonable, the following safeguards:

1. Administrative Safeguards

a. Sanctions: Appropriate sanctions against Contractor personnel who fail to comply with Discovery's security policies and procedures.

b. System Monitoring: Procedures to regularly review records of information systems activity, including maintaining access logs, access reports, security incident tracking reports, and periodic access audits.

c. Security Oversight: Assignment of one or more appropriate management level employees of Discovery to be responsible for developing, implementing, and monitoring of safeguards and security issues.

d. Appropriate Access: Procedures to determine that the access of Discovery personnel to PII is appropriate and meets a legitimate need to support their roles in business or educational operations. Procedures for establishing appropriate authorization and authentication mechanisms for Discovery personnel who have access to PII.

e. Employee Supervision: Procedures for regularly monitoring and supervising Discovery personnel who have access to PII.

f. Access Termination: Procedures for terminating access to PII when employment ends, or when an

individual no longer has a legitimate need for access.

2. Physical Safeguards
   a. Access to PII: Procedures that grant access to PII by establishing, documenting, reviewing, and modifying a user's right of access to a workstation, software application/transaction, or process.
   b. Awareness Training: On-going security awareness through training or other means that provide Discovery personnel (including management) with updates to security procedures and policies (including guarding against, detecting, and reporting malicious software). Awareness training also addresses procedures for monitoring log-in attempts and reporting discrepancies, as well as procedures for safeguarding passwords.
   c. Incident Response Plan: Procedures for responding to, documenting, and mitigating where practicable suspected or known incidents involving a possible breach of security and their outcomes.
   d. Physical Access: Procedures to limit physical access to PII and the facility or facilities in which they are housed while ensuring that properly authorized access is allowed, including physical barriers that require electronic control validation (e.g., card access systems) or validation by human security personnel.
   e. Physical Identification Validation: Access is physically safeguarded to prevent tampering and theft, including procedures to address control and validation of a person's access to facilities based on his or her need for access to the PII.

   f. Operational Environment: Procedures that specify the proper functions to be performed, the manner in which they are to be performed, and the physical attributes of the surroundings of facilities where PII is stored.
   g. Media Movement: Procedures that govern the receipt and removal of hardware and electronic media that contain PII into and out of a facility.

3. Technical Safeguards
   a. Data Transmissions: Technical safeguards, including encryption, to ensure PII transmitted over an electronic communications network is not accessed by unauthorized persons or groups.
   b. Data Integrity: Procedures that protect PII maintained by Discovery from improper alteration or destruction. These procedures include mechanisms to authenticate records and corroborate that they have not been altered or destroyed in an unauthorized manner.
   c. Logging off Inactive Users: Inactive electronic sessions are designed to terminate automatically after a specified period of time.

Security Controls Implementation

Discovery has procedures addressing the acquisition and operation of technology, the specific assignment of duties and responsibilities to managers and staff, the deployment of risk-appropriate controls, and the need for management and staff to understand their responsibilities and have the knowledge, skills and motivation necessary to fulfill their duties.

Security Monitoring

In combination with periodic security risk assessments, Discovery uses a variety of approaches and technologies to make sure that risks and incidents are appropriately detected, assessed and mitigated on an ongoing basis. Discovery also assesses on an ongoing basis whether controls are effective and perform as intended, including intrusion monitoring and data loss prevention.

Security Process Improvement

Based on Discovery's security risk assessments and ongoing security monitoring, Discovery gathers and analyzes information regarding new threats and vulnerabilities, actual data attacks, and new opportunities for managing security risks and incidents. Discovery uses this information to update and improve its risk assessment strategy and control processes.

Audit

Discovery acknowledges Subscriber's/Customer's/Distributor's right to audit any PII collected by Discovery and/or the security processes listed herein upon reasonable prior written notice to Discovery's principal place of business, during normal business hours, and no more than once per year. Discovery shall maintain records and documentation directly and specifically related to the services performed under the Agreement for a period of three (3) years, unless otherwise stated in Section II(3)(h) of this Policy.

Breach Remediation

Discovery keeps PII provided to Discovery secure and uses reasonable administrative, technical, and physical safeguards to do so. Discovery maintains and updates incident response plans that establish procedures in the event a breach occurs. Discovery also identifies individuals responsible for implementing incident response plans should a breach occur.

If a Subscriber/Customer/Distributor or Discovery determines that a breach has occurred, when there is a reasonable risk of identity theft or other harm, or where otherwise required by law, Discovery provides any legally required notification to affected parties as promptly as possible, and fully cooperates as needed to ensure compliance with all breach of confidentiality laws.

Discovery reports as promptly as possible to Subscribers/Customers/Distributors (or their designees) and persons responsible for managing their respective organization's incident response plan any incident or threatened incident involving unauthorized access to or acquisition of PII of which they become aware. Such incidents include any breach or hacking of Discovery's Electronic Data System or any loss or theft of data, other electronic storage, or paper. As used herein, "Electronic Data System" means all information processing and communications hardware and software employed in Discovery's business, whether or not owned by Discovery or operated by its employees or agents in performing work for Discovery.

Personnel Security Policy Overview

Discovery mitigates risks by:

1. Performing appropriate background checks and screening of new personnel, in particular those who have access to PII.
2. Obtaining agreements from internal users covering confidentiality, nondisclosure and authorized use of PII.
3. Providing training to support awareness and policy compliance for new hires and annually for personnel.

EASTERN SUFFOLK BOCES
PARENTS' BILL OF RIGHTS
FOR DATA SECURITY AND PRIVACY

Eastern Suffolk BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, parents, legal guardians and persons in parental relation to a student are entitled to certain rights with regard to their child's personally identifiable information. The Agency wishes to inform the school community of the following rights:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.

2. Parents have the right to inspect and review the complete contents of their child's education record maintained by Eastern Suffolk BOCES.

3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

4. A complete list of all student data elements collected by the State is available for public review at: http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx, Or, by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

Claudy Damus-Makelele
Associate Superintendent for Educational Services
Eastern Suffolk BOCES
201 Sunrise Highway
Patchogue, NY 11772
cdamus@esboces.org

Or in writing to:

Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, New York 12234.
CPO@mail.nysed.gov

Supplemental Information Regarding Third-Party Contractors:

In the course of complying with its obligations under the law and providing educational services, Eastern Suffolk BOCES has entered into agreements with certain third-party contractors. Pursuant to such agreements, third-party contractors may have access to "student data" and/or "teacher or principal data." Each contract the Agency enters into with a third party contractor where the third party contractor receives student data or teacher or principal data will include information addressing the following:

1. The exclusive purposes for which the student data or teacher or principal data will be used;

A: The contract is for online content and the only personally identifiable information used is for verification of authorized users.

2. How the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
   ***A: Subcontractors are required to adhere to the ~~same~~ level of security as the Discovery Education Data Security Policy located at* : https://www.discoveryeducation.com/data-%20protection-addendum/.**

3. When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
   A: We will remove/delete all customer covered data from our servers after termination of the agreement.

4. If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected;
   A: Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to Associate Superintendent for each district or in writing to: Chief Privacy Officer, New York State Education Department
   89 Washington Avenue, Albany, New York 12234; CPO@mail.nysed.gov.

5. Where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
   A: Technical Safeguards
   a. Data Transmissions: Technical safeguards, including encryption, to ensure PII transmitted over an electronic communications network is not accessed by unauthorized persons or groups.
   b. Data Integrity: Procedures that protect PII maintained by Discovery from improper alteration or destruction. These procedures include mechanisms to authenticate records and corroborate that they have not been altered or destroyed in an unauthorized manner.
   c. Logging off Inactive Users: Inactive electronic sessions are designed to terminate automatically after a specified period of time.

Third Party Contractors are required to:

1. Provide training on federal and state law governing confidentiality to any officers, employees, or assignees who have access to student data or teacher or principal data;
2. Limit internal access to education records to those individuals who have a legitimate educational interest in such records.
3. Not use educational records for any other purpose than those explicitly authorized in the contract;
4. Not disclose personally identifiable information to any other party (i) without the prior written consent of the parent or eligible student; or (ii) unless required by statute or court order and the third-party contractor provides a notice of the disclosure to the New York State Education Department, board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
5. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
6. Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure as specified in Education Law §2-d;
7. Notify Eastern Suffolk BOCES of any breach of security resulting in an unauthorized release of student data or teacher or principal data, in the most expedient way possible and without unreasonable delay;
8. Provide a data security and privacy plan outlining how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract;
9. Provide a signed copy of this Bill of Rights to Eastern Suffolk BOCES thereby acknowledging that they are aware of and agree to abide by this Bill of Rights.

This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department's Chief Privacy Officer, as well as emerging guidance documents.

A copy of this ESBOCES Parents' Bill of Rights must be made a part of Contractor's Data Security and Privacy Plan.

Eastern Suffolk BOCES

Educational Services That Transform Lives

Disclosure

Department of Business Services
Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, NY 11772
Phone: (631) 687-3160
Fax: (631) 289-2327

Government entities, municipalities, and organizations that provide or receive unpaid clinical or educational internships and/or work experience for students are exempt from completing this form.

This form must be completed by vendors (including, but not limited to, individuals, corporations, and partnerships) providing services/materials to ESBOCES. If this form is being completed in anticipation of a possible bid award, each bidder must complete this form and include it with the bid submission.

		Yes	No
1	Are you a family member of any ESBOCES employee or ESBOCES Board member?	☐	☒
2	Is any ESBOCES employee or ESBOCES Board member a member or employee of your firm, partnership, or association?	☐	☒
3	Is any ESBOCES employee or ESBOCES Board member an officer, director, or employee of your corporation?	☐	☒
4	Does any ESBOCES employee or ESBOCES Board member directly or indirectly control stock in your corporation?	☐	☒

If you answered "Yes" to any of the above questions, please indicate the employee's name and position with ESBOCES or the name of the ESBOCES Board member.

N/A	N/A
Name of ESBOCES Employee or Board Member	Position with ESBOCES

Please list all officers, directors, and principals (such as owners and partners) of the vendor. In the case of corporations, shareholders owning or controlling five percent (5%) or more of the outstanding stock must be listed.

Name	**Title**
Please see attached	

The undersigned affirms that the above information is true to the best of his/her knowledge and understands that any false statement constitutes a violation of the Penal Law and/or General Municipal Law, as applicable.

Legal Company Name (as shown on your W-9): Discovery Education, Inc.

Address: 4350 Congress Street, Suite 700, Charlotte, NC 28209

Signature: DocuSigned by: 78B6C33846AB459... Date: May 19, 2021

Print Name: Travis Barrs Title: Head of Global Operations

Director(s):	1. Paul Ilse 2. Scott Kinney 3. Brian Shaw
Officer(s):	1. Paul Ilse (Chief Executive Officer and President) 2. Brian Shaw (Treasurer and Chief Financial Officer) 3. Scott Kinney (President, K-12) 4. Lori McFarling (Chief Marketing Officer and Senior Vice President) 5. Stephanie Milikh (General Counsel and Secretary) 6. Pete Weir (Chief Product Officer) 7. Travis Barrs (Head of Global Operations) 8. Kelli Campbell (President, International & University)

Discovery EDUCATION

Ownership Information

Entity Name/ Address	Ownership Information
Discovery Education, Inc. 4350 Congress Street, Suite 700 Charlotte, NC 28209	Owned by Discovery Education Acquisitionco, Inc.
Discovery Education Acquisitionco, Inc. One Letterman Drive, Building C, Suite 410 San Francisco, CA 94129	Owned by Discovery Education Holdco, Inc.
Discovery Education Holdco, Inc. One Letterman Drive, Building C, Suite 410 San Francisco, CA 94129	Owned by Discovery Education Topco, LLC
Discovery Education Topco LLC One Letterman Drive, Building C, Suite 410 San Francisco, CA 94129	Owned by Francisco Partners Agility, L.P. Owned by Discovery Enterprises LLC Owned by Individuals, each with ownership non-greater than 10%
Francisco Partners Agility, L.P. One Letterman Drive, Building C, Suite 410 San Francisco, CA 94129	
Discovery Enterprises LLC 8403 Colesville Road Silver Spring, MD 20910	

4350 Congress Street
Suite 700
Charlotte, North Carolina 28209

April 9, 2021

Mr. Carl Vitevitch
Administrative Coordinator
Eastern Suffolk BOCES School Library System
627A N. Sunrise Service Road
Bellport, NY 11713

Re: **Letter of Ownership**

Dear Mr. Vitevitch:

This Letter of Ownership is to confirm that Discovery Education, Inc., an Illinois corporation with headquarters at 4350 Congress Street, Suite 700, Charlotte, NC 28209, is the proprietary owner of Discovery Education Experience, Discovery Education Streaming, Discovery Education Coding, Discovery Education Science, Discovery Education Health, STEM Connect, Mystery Science and the educator training sessions led by Discovery Education certified instructors known as Discovery Education Professional Development (Collectively, the "Products"). Any and all rights to manufacture, license, distribute, market or sell the Products remain and are reserved in and to Discovery Education, Inc.

If you have any questions, please contact Gregory Anderson by email at ganderson@discoveryed.com or by phone at 610-613-0933.

Sincerely,

DocuSigned by:
78B6C33846AB459...

Travis Barrs
Head of Global Operations, Discovery Education